

IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF TENNESSEE

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RESEARCH IN MOTION LIMITED,

*Plaintiff,*

-against-

ACE WIRELESS & TRADING, INC., et al,

*Defendants.*  
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CIVIL ACTION NO. 3:09-1147

STIPULATED CONSENT  
JUDGMENT AND PERMANENT  
INJUNCTION AGAINST CMB  
WIRELESS GROUP LLC (D/B/A  
CWG) AND CELLULAR  
DISTRIBUTOR INC.

Plaintiff Research In Motion Limited ("RIM"), having filed its complaint on December 4, 2009, its First Amended Complaint on January 19, 2010, its Second Amended Complaint on March 24, 2010 and Third Amended Complaint on September 30, 2010 (the latter, the "Complaint"), and defendants CMB Wireless Group, LLC (D/B/A/ CWG) and Cellular Distributor Inc. (together the "Defendants") (collectively referred to herein as the "Parties"), having consented to this Stipulated Consent Judgment,

NOW, THEREFORE, upon the consent of the Parties hereto,

IT IS ORDERED, ADJUDGED and DECREED that a Permanent Injunction be entered as follows:

1. This Court has jurisdiction of the subject matter of this action and over all the Parties hereto.

2. RIM's BLACKBERRY Trademarks and Trade Dress, described and defined in the Complaint filed in this action, which Complaint is attached hereto as Exhibit 1 and is incorporated herein and made a part hereof, are good, valid and enforceable in law and RIM is the sole proprietor of all right, title and interest in and to said BLACKBERRY Trademarks and Trade Dress.

3. Defendants and their successors, assigns, affiliates, agents, servants, employees and representatives, and all persons, firms and corporations in active concert or participation with Defendants who receive notice hereof, are hereby permanently enjoined and restrained from engaging in the activities enumerated below with actual knowledge that the batteries are counterfeits, or in reckless disregard that the subject batteries are counterfeit, or when such person or entity should have known that the subject batteries were counterfeit:

(a) using any of the BLACKBERRY Trademarks or BLACKBERRY Trade Dress or any name or any marks similar thereto in connection with the manufacture, sale, offer for sale, distribution, advertisement, or any other use in association with counterfeit batteries. Notwithstanding anything to the contrary, BlackBerry-branded batteries purchased either: (i) directly from a wireless carrier operating networks in the United States of America or Canada that is RIM authorized to distribute BlackBerry smartphones (a full list of such carriers is available from RIM upon request); or (ii) from a vendor of BlackBerry batteries approved in writing by RIM to the Defendants, shall be deemed to be genuine unless it is proven the Defendants had knowledge the BlackBerry-branded batteries were counterfeit.

(b) using any logo, trade name, trademark or trade dress similar to any of the BLACKBERRY Trademarks or BLACKBERRY Trade Dress, which may be calculated to falsely represent or which has the effect of falsely representing that the services or products of Defendants are sponsored by, authorized by or in any way associated with RIM;

(c) infringing any of the BLACKBERRY Trademarks or BLACKBERRY Trade Dress;

(d) otherwise unfairly competing with RIM in the manufacture, sale, offering for sale, distribution, advertisement, or any other use of batteries;



(e) falsely representing itself as being connected with RIM or sponsored by or associated with RIM or engaging in any act which is likely to falsely cause the trade, retailers and/or members of the purchasing public to believe that the Defendants are associated with RIM;

(f) using any reproduction, counterfeit, copy, or colorable imitation of any of the BLACKBERRY Trademarks or BLACKBERRY Trade Dress in connection with the publicity, promotion, sale, or advertising of batteries;

(g) affixing, applying, annexing or using in connection with the sale of any goods, a false description or representation including words or other symbols tending to falsely describe or represent such goods as being RIM batteries and from offering such goods in commerce;

(h) diluting any of the BLACKBERRY Trademarks or BLACKBERRY Trade Dress;

(j) assisting, aiding or abetting any other person or business entity in engaging in or performing any of the activities referred in subparagraphs (a)-(h) above; and it is further ordered that:

4. For three years after the Effective Date contained in the Confidential Settlement Agreement between the Parties, the Defendants shall not destroy any records documenting the manufacture, advertising, receipt, importation, shipment, purchase, sale, offer for sale or distribution of any products either purporting to be RIM batteries or batteries using any of the BLACKBERRY Trademarks or BLACKBERRY Trade Dress or any word or symbol similar thereto.


5. Defendants shall promptly segregate, quarantine and maintain any and all suspect counterfeit RIM batteries identified pursuant to the terms of the Confidential Settlement Agreement.

6. All claims in this Action between RIM and the Defendants are dismissed pursuant to the terms of the Confidential Settlement Agreement.

7. This Order does not impact any claims brought by RIM against any other defendant or any of the other defendants' claims.

8. The Court shall continue to retain jurisdiction to construe, enforce, or implement this Permanent Injunction upon the application of either party.

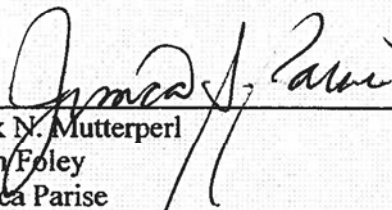
DATED: 8/30/11 \_\_\_\_\_

  
UNITED STATES DISTRICT JUDGE

Approved:

Date: 7/19/11

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Date: 7/14/11

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